

Lower Paxton Township
Friendship Community Center

Per Hour Rental Agreement

This agreement entered into this _____ day of _____, 2001 by and between _____ (hereinafter called "renter") and Lower Paxton Township, Dauphin County, Pennsylvania (hereinafter called "Township") confirms the rental date of _____ for the space(s)/time(s) following:

(renter acknowledges the allowance of 15 minutes prior to rental time to enter into area reserved)

The Township permits the rental of space within the Friendship Community Center, 5000 Commons Drive, Harrisburg, PA. 17112, based upon established Per Hour Rental rates and the Facility Rental Policy. A copy of which is attached to and made a part of this Agreement.

The renter has submitted and the Township had approved an Application for Rental of space at the Friendship Community Center, a copy of which is attached to and made a part of this Agreement, in strict conformance with the Facility Rental Policy for the total rental fee of \$_____. This fee includes the wages of a facility attendant or a custodian for each hour of rental in accordance with the per hour/per area Computation Sheet attached to and made a part of this Agreement. The payment is due on _____ (checks payable to Lower Paxton Township).

The renter had provided the Township with a security deposit in the amount of \$100.00 and if the renter is an organization or business entity, proof of General Liability Insurance. If applicable, the renter has provided the Township with Waiver of Liability Form(s) for use of athletic equipment and facilities.

NOW, THEREFORE, the aforementioned rental shall be provided by the Township to the renter in accordance with the attached Facility Rental Policy and Rental application, with payment to be made to the Township by the renter in accordance with said policy. The parties do further mutually agree as follows:

ARTICLE 1. The term of this Agreement shall be from the date of execution by the parties until the satisfactory completion of the per hour rental.

ARTICLE 2. The renter shall comply with all special conditions that may have been placed upon the rental application by the Township as a condition of approval.

ARTICLE 3. The renter agrees, at its sole expense, to furnish all necessary superintendence to perform all obligations imposed by this Agreement.

ARTICLE 4. The renter shall pay and the Township shall accept as payment for the rental of space, the amount stated above which has been computed in accordance with the Facility Rental Policy.

ARTICLE 5. The renter accepts the rental of the Friendship Community Center as is and with all faults. The Township disclaims any expressed or implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose.

ARTICLE 6. The renter shall not alter or modify the Friendship Community Center or its furniture, fixtures or equipment in anyway.

ARTICLE 7. Upon termination of the rental or approved portion thereof, the renter shall peaceably surrender possession of the rented space to the Township in a condition and repair similar to that of the premises at the commencement of said rental.

ARTICLE 8. The Township shall interpret the Rental Agreement and its decision shall be final. The rented space shall be subject to any time to the inspection of the Township and its authorized representatives.

ARTICLE 9. The renter shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his use of or activities at the Friendship Community Center to any person or thing.

ARTICLE 10. The renter shall indemnify save harmless and defend the Township and its officers, agents, and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with, or caused by any operation or matter in, of or related to this Agreement, including among other things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including without limitation, members of the public and officers agents and employees of the renter. The renter shall defend or cause to be defended all such above described claims, liabilities, judgments, verdict, suits, action or proceedings, groundless or not, which may be commenced against Township or its officers, agents and employees, the renter shall pay or cause to be paid any and all judgements which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits and the renter shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits.

ARTICLE 11. The renter represents and warrants to the Township it has carefully examined this Agreement understands the nature of the rental of space approved by the Township and has become familiar with the Facility Rental Policy.

ARTICLE 12. The renter shall comply with all applicable federal, state and local laws, rules, and regulation in its rental of the Friendship Community Center.

ARTICLE 13. Renter shall not commit, or cause to be committed upon the Friendship Community Center any nuisance or thing that disturbs the quiet enjoyment of the center by the Township or any other person or renter located within a reasonable distance of the rented space.

ARTICLE 14. A default of this agreement by the renter shall occur for failure to provide the required rental payment: failure to comply with any term or condition of this Agreement, the Facility Rental Policy, or the approved rental application and any conditions placed upon said application, or the declaration of bankruptcy by the renter or other such condition of financial insolvency. Upon default by the renter, the Township shall immediately terminate this Agreement by providing written notice of same to the renter.

ARTICLE 15. If any one or more the covenants or agreements provided in this Agreement should be declared contrary to law, then such covenant(s) or agreement(s) shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Agreement.

ARTICLE 16. The renter agrees that damages for breach of this agreement may be inadequate and that the Township shall be entitled to injunctive relief, in addition to any other legal or equitable remedies to which the Township may be entitled in case of failure by the renter to comply with the provisions hereof.

ARTICLE 17. No failure to delay on the part of the Township in exercising any power or right hereunder shall operate as a waiver thereof, not shall any single partial exercise of any such right or power, preclude any other or further exercise of any other right or power by the Township.

This Agreement constitutes the entire agreement between the parties hereto, and it provisions shall not be changed except in writing by the parties. The parties to this Agreement intend to be legally bound hereby.

IN TESTIMONY WHEREOF, the parties have hereto set their hand and seals the day and year above written.

ATTEST

Organization name

(SEAL)

By _____

ATTEST

Lower Paxton Township Representative

(SEAL)

By _____